

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE DE-AC07-99ID13727	PAGE 1 OF 8 PAGES
2. AMENDMENT/MODIFICATION NO. M116	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Idaho Operations Office Site Services Division 1955 Fremont Avenue Idaho Falls, ID 83401-1221		CODE		7. ADMINISTERED BY (If other than Item 6) Wendy L. Bauer, Contracting Officer (208) 526-2808	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and Zip Code) Bechtel BWXT Idaho, LLC P.O. Box 1625, MS 3810 Idaho Falls, ID 83415				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-99ID13727	
				10B. DATED (SEE ITEM 13) June 1, 1999	
CODE	FACILITY CODE		11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS		

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

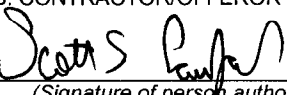
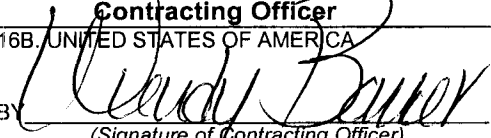
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: F.5 Option to Extend the Term of the Contract and Mutual Agreement
	D. OTHER (Specify type of modification and authority):

E. IMPORTANT: Contractor ____ is not, **X** is required to sign this document and return **[3]** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to extend the contract for one year, pursuant to clause F.5, Option to Extend the Term of the Contract, beginning May 1, 2005, through April 30, 2006, to perform work necessary to meet a requirement under the Settlement Agreement between DOE and the State of Idaho to ship 6,000m³ TRU waste out of Idaho by December 31, 2005. The contract is further modified to facilitate meeting that requirement.

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Scott S. Crawford Manager, Prime Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wendy L. Bauer Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)	15C. DATE SIGNED 4/22/05	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 4/22/05

ADVANCED MIXED WASTE TREATMENT PROJECT (AMWTP)

The contract is modified to add AMWTP provisions as indicated below. Except as modified by the terms of this modification, all other provisions and/or clauses in the contract remain effective.

Section B – the following Section B provisions are modified for the AMWTP work:

B.1 SERVICES BEING REQUIRED for AMWTP work is added as follows:

The Contractor shall, in accordance with the terms of this Contract, provide the personnel, materials, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing its best efforts to carry out in an efficient and cost-effective manner all necessary and related services to manage and operate the Government-owned Advanced Mixed Waste Treatment Project (AMWTP), located near Idaho Falls, ID, as described in Section C.

The Government reserves the right to have any of the work contemplated by Section C, AMWTP Statement of Work, of this contract performed by another contractor or to have the work performed by Government employees. If the Contracting Officer withdraws the work, the contractor agrees to fully cooperate with the new performing entity and to provide transition support as required. Notwithstanding the clause entitled "Obligation of Funds" in Section B.2, the Contracting Officer may unilaterally deobligate funding associated with any such withdrawal of work. The total estimated cost and fee reductions will be negotiated at the time the work is withdrawn, and the contract modified accordingly.

B.3 ESTIMATED COST AND AVAILABLE FEE for AMWTP work is added as follows:

The total estimated cost is \$125M. The total available fee is \$23.75 Million (M). The total estimated cost includes Baseline Change Proposal (BCP) ICP-05-05 Rev 1, Accelerated AMWTP Contract Activities, in the amount of \$1,037,800 approved March 28, 2005. BBWI shall segregate the costs for the AMWTP work separate from the Idaho Completion Project costs.

B.4 PERFORMANCE BASED INCENTIVES FOR AMWTP WORK is added as follows:

PERFORMANCE MEASURE AND EXPECTATION – The total available fee is \$23.75M and may be earned as follows:

Measure 1: Shipped Waste* to WIPP- Available Fee is \$10M

- BBWI is required to comply with the DOE approved WIPP shipping schedule, and starting October 1, 2005, the WIPP shipping penalty of \$12,500 per missed shipment will be deducted from earned fee.
- 5,400 cubic meters (m³) throughout this modification will be adjusted based on actual BNFL performance through 4/30/05 and volume remaining to get to 6,000m³
- If 5,400m³ is shipped by 12/31/05, then the contractor will earn \$6M in fee.
- If 5,400m³ is not shipped by 12/31/05, the \$6M in fee is unearned.
- If 5,400m³ is shipped on or before 12/31/05, then the contractor will earn \$1,000/m³ for each m³ shipped above 5,400m³ through 4/30/06. The maximum available fee is \$4M.
- If 5,400m³ is not shipped by 12/31/05, but the contractor does ship a total of 6,000m³ by April 30, 2006, then \$4M is earned.
- * Shipped Waste is defined as certified TRU waste that has a completed Payload Container Transportation Certification Document (and an Overpack Payload Container Transportation Certification Document, if applicable) and is loaded on approved carriers, and transported beyond the boundaries of the Idaho site.

Measure 2: Prepare for Shipment* of waste to WIPP by 4/30/06 – Available Fee is \$6.25M.

<u>Waste Prepared m³</u>	<u>Fee Paid Per m³ of Waste Prepared for Shipment</u>
0-2,500m ³	\$660/m ³
2,501-6,682m ³	\$1,100/m ³

- Contractor can bill in 500m³ increments unless otherwise mutually agreed.
- *Prepare for Shipment, throughout this contract is defined as certified TRU waste that has a completed Payload Container Transportation Certification Document (and an Overpack Payload Container Transportation Certification Document, if applicable) and is ready to be loaded into a GFE transport.

Measure 3. Waste Category Production Achieved by 4/30/06 - Total Processed – Available Fee is \$2.5M.

<u>Waste Category</u>	<u>Volume</u>	<u>Available Fee</u>
Waste Retrieved*	2,700m ³	\$250K
Waste Characterized**	1,500m ³	\$1.25M
Waste Certifiable***	500m ³	\$1M

- The volume of waste retrieved, characterized, and certifiable must be in addition to the BNFL retrieved, characterized, and certifiable quantities.
- Fee for waste retrieved and waste characterized is only paid for total volume specified. There will be no prorating for lesser quantities.
- Fee for waste certifiable is paid on a pro rata basis at a rate of \$2,000/m³. For example, if the total volume of waste certifiable is 10m³, BBWI will earn \$20,000 (\$2,000/m³ x 10 = \$20,000).
- Fee paid will be based on actual physical inventory of waste processed in each waste category on 4/30/06. No fee will be paid prior to 4/30/06 for this measure.
- *Waste Retrieved is defined as all waste, regardless of its eventual disposal route, that is retrieved by the Contractor from its storage location at the Transuranic Storage Area Retrieval Enclosure, the RCRA Type II storage modules or the RCRA Type I storage module. Retrieved waste includes but is not limited to waste which has been historically managed as TRU and/or ALLMW. Retrieved waste will be compliantly staged and ready for characterization.
- **Waste Characterized is defined as waste that is successfully processed through Real-Time Radiography, Assay, and Head Space Gas (lined debris drums or direct ship drums only), its relevant data validated and verified, and it is compliantly staged and ready for certification or introduction into the treatment facility.
- ***Waste Certifiable is defined as TRU waste that has been characterized, its relevant data validated and verified, and its information is ready to be entered into and approved in the WWIS Certification Module, as specified in the WIPP Hazardous Waste Permit.

Measure 4 Milestone Achievement Incentive - Available Fee is \$5M.

- BBWI must generate \$15M in Cost Savings by 4/30/06 (\$15M of the total estimated cost of \$125M) and achieve 5,400m³ shipped by 12/31/05.
- Linear adjustment to this cost incentive will occur for any reduced savings below \$15M, but only if 5,400m³ is shipped on or before 12/31/05 in accordance with Measure 1. For example, if BBWI accomplishes cost savings of \$10M by 4/30/06, and ships the 5,400m³ of waste identified in Measure 1 to WIPP on or before 12/31/05, then BBWI will earn a cost savings incentive of \$3.3M (10/15 X \$5M = \$3.3M).

Section C – Section C is modified by adding the AMWTP work identified and described in the attached AMWTP Statement of Work, which is incorporated by reference.

Section F – is modified as follows:

F.2, Term of Contract, is modified as follows:

Paragraph 1 is modified as follows: The term of this contract is from October 1, 1999, through April 30, 2006. The parties may extend the contract term through September 30, 2009, in accordance with the provisions of clause F.5, Option to Extend the Term of the Contract.

F.5 - DEAR 970.5204-74 OPTION TO EXTEND THE TERM OF THE CONTRACT (JUNE 1996)

The term of this contract is extended through April 30, 2006. The term extension granted in this Modification M116 applies only to the AMWTP Statement of Work described in Section C of this Modification. The parties may extend the contract term through September 30, 2009.

Section H - the following provisions are modified for the AMWTP work:

H.6 ESSENTIAL PERSONNEL & ORGANIZATIONAL PRACTICES AND POLICIES – Delete

H.11 PRIVACY ACT SYSTEMS OF RECORDS - Delete

H.18 OTHER INTELLECTUAL PROPERTY AND RELATED MATTERS – Delete.

H.19 DOE PR 9-9.106 CLASSIFIED INVENTIONS – Delete

H.22 AUTHORIZATION AND CONSENT IN COPYRIGHT (SPECIAL) – Delete

H.26 COMMUNITY AND ECONOMIC DEVELOPMENT PLAN – Delete.

H.30 PERFORMANCE BASED INCENTIVES – INCENTIVES AND GOALS - Delete

H.36 COMMUNITY AND ECONOMIC DEVELOPMENT CONTRIBUTIONS – delete.

H.35 MULTI-YEAR FEE is modified as follows:

Paragraph (a) change April 30, 2005, to April 30, 2006.

Paragraph (i), second subparagraph is revised as follows: For purposes of clause I.66 (*DEAR 970.5215-3 Conditional Payment of Fee, Profit, or Incentives - Alternate 1 (DEC 2000)*), May 1, 2005, through April 30, 2006, shall be four stand-alone “evaluation periods”, and notwithstanding the terms of clause I.66, the maximum amount of fee reduction for the evaluation period shall be the total earned and paid fee during the specific period.

The contractor shall use its best efforts to achieve the work scope specifically covered by the Performance Based Incentive (PBI). Notwithstanding subsections (c) and (d) of Clause I.66 of this contract, the exclusive penalty for not completing the PBI shall be limited to the unearned fee associated with that individual incentive provided best efforts have been used. The Contracting Officer may apply subsections (a) and (b) of Clause I.66.

H.37 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE – Add as follows:

The following provisions shall apply in the event the Contractor does not complete contract performance for any reason.

- (a) Regarding technical data and other intellectual property, DOE may take possession of all technical data, including proprietary data and data obtained from subcontractors, licensors, and licensees, necessary to operate the facility, subject to the Rights in Data clause of this contract, as well as the designs, operation manuals, flowcharts, software, etc., construction work in progress, completed facilities, equipment and other property and information necessary for performance of the work or operation of the facility. Proprietary data will be protected in accordance with the Rights in Data clause.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor, and any other intellectual property, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility, (1) to practice or to have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, and any licenses in any third party intellectual property for operations and closure of the facility to DOE or such other third party as DOE may designate.
- (d) If the contract is terminated for the convenience of the Government, and the Government is to take ownership of, or operate the facility, or have it operated for the Government, appropriate value for rights in and licenses under any intellectual property embodied in or needed to operate the facility will be negotiated as a part of the cost of the facility included in the proposal for settlement.

H.38 BBWI REPRESENTATIONS AND AGREEMENT RELATED TO FACILITY AND OPERATIONAL CONDITIONS_ - add as follows:

- (a) BBWI represents that it has exercised its best efforts to inspect the facilities and sites for which it is responsible under the AMWTP scope in accordance with clause I.57 Preexisting Conditions, given the constraints of time, resources, facilities and operating conditions since February 15, 2005. As a result of these efforts, BBWI represents that, to the best of its ability, it has identified certain facility and operational conditions in the attached document entitled "AMWTP Facility and Operational Conditions (FOC) List" dated April 21, 2005, and that as of the date of execution of this agreement, it does not believe that any of these conditions will be subject to the provisions of clause I.57. This representation does not limit the rights of BBWI under the provisions of clause I.57 except as explicitly stated in this clause H.38. The parties may, subject to mutual agreement, update the FOC items prior to May 1, 2005, which will be incorporated into the contract by modification.
- (b) BBWI further represents that it has exercised its best efforts to inspect the Government Furnished Property and Equipment (GFE), including the AMWTP facility, related waste processing equipment located at the AMWTP facility, specifications, operating manuals, required permits and licenses, AMWTP authorization basis documents, and all other equipment and documents necessary for BBWI to perform the AMWTP work described in the Statement of Work for the AMWTP contained in Section C, given the constraints of time, resources, facilities and operating conditions since February 15, 2005.

- (c) The parties agree that the FOC Items incorporated into the contract under paragraph (a) above are not pre-existing conditions within the meaning of clause I.57. Accordingly, the provisions of clause I.57 shall not entitle BBWI to an equitable adjustment in the amount of the available fee, the performance incentives, and/or the incentive schedule contained in clause B.4, PERFORMANCE BASED INCENTIVES FOR AMWTP WORK based on any such FOC Items. If there should be a basis for DOE to increase the estimated cost under clause B.4 for reasons related to any Pre-Existing Conditions, Measure 4, entitled Milestone Achievement Incentive related to generating \$15,000,000 in savings shall continue to be based on savings from the \$125,000,000 estimated cost. BBWI shall separately account for any costs above the \$125,000,000, if the estimated cost should be increased based on approved requests for equitable adjustments or other changes in accordance with the Changes clause of the contract.

Section I – Contract Clauses – the following clauses are revised or deleted for the AMWTP work:

I.1 Notice Listing Contract Clauses Incorporated by Reference is revised as follows:

Delete 952.204-2 Security Requirements (SEP 1997) – replace with clause with 952.204-2 Security Requirements (May 2002).

I.18 DEAR 970.5204-1 Counterintelligence (SEP 1997) – replace with:

I.18 DEAR 970.5204-1 Counterintelligence (DEC 2000).

I.43 DEAR 970.5227-40 Technology Transfer Mission (JAN 1996) – Delete.

I.55 Delete DEAR 970.5227-12 Patents Rights – Management And Operating Contracts, For-Profit Contractor, Advance Class Waiver (NOV 2000) – Replace with:

I.55, DEAR 970.5227-11 Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-technology Transfer (DEC 2000).

I.57 Delete DEAR 970.5204-75 Preexisting Conditions (JUN 1997) – replace with:

I.57 DEAR 970.5231-4 Preexisting Conditions – Alternate II (DEC 2000) – for the AMWTP work as follows:

(a) The Department of Energy agrees to reimburse the contractor, and the contractor shall not be held responsible, for any liability (including without limitation, a claim involving strict or absolute liability and any civil fine or penalty), expense, or remediation cost, but limited to those of a civil nature, which may be incurred by, imposed on, or asserted against the contractor arising out of any condition, act, or failure to act which occurred before the contractor assumed responsibility on May 1, 2005. To the extent the acts or omissions of the contractor cause or add to any liability, expense or remediation cost resulting from conditions in existence prior to May 1, 2005, the contractor shall be responsible in accordance with the terms and conditions of this contract.

(b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

(c) The contractor has the duty to inspect the facilities and sites and timely identify to the contracting officer those conditions which it believes could give rise to a liability, obligation, loss, damage, penalty, fine, claim, action, suit, cost, expense, or disbursement or areas of actual or potential noncompliance with the terms and conditions of this contract or applicable law or regulation. The contractor has the responsibility to take corrective action, as directed by the contracting officer and as required elsewhere in this contract.

I.64 Delete DEAR 970.5227-83 Rights in Data – Technology Transfer (FEB 1998) – replace with:
I.64 DEAR 970.5227-1 Rights in Data – Facilities (DEC 2000).

Section J – Attachments – the following Attachments are deleted for the AMWTP work, except for Schedule A-1, which is revised:

A	Personnel Policies and Procedures & Schedule A-1 Listing of Key Personnel	Appendix A is unchanged. Schedule A-1 is revised to List of AMWTP Key Personnel.
G	List of Applicable Directives (List B)	List B remains. However, the ESHPOP presides until May 30 or such a date when ID and BBWI mutually agree upon a revised List B.
L	Preliminary Performance Evaluation And Measurement Plan	Delete, PBIs included in Section B.

SCHEDULE A-1

LISTING OF AMWTP KEY PERSONNEL

KEY POSITION	NAME
President/General Manager	RUSSO, Frank M.
Deputy General Manager	MIKLOS, Bob
Quality Assurance	MILLER, Ron
Operations Manager	RAISH, Scott
TRU Programs Manager	MOUSSEAU, Jeff

**SECTION C – STATEMENT OF WORK
FOR THE
ADVANCED MIXED WASTE TREATMENT PROJECT (AMWTP)**

A. Introduction

As initially conceived and set forth in Advanced Mixed Waste Treatment Project (AMWTP) contract number DE-AC07-97ID13481 between DOE and British Nuclear Fuels Limited, Inc. (BNFL), the overall vision for the INEEL (now INL) AMWTP was to treat waste for final disposal by a process that provides the greatest value to the Government. The contract called for the licensing, design, and construction of a treatment facility that has the capability to treat specified INL waste streams, with flexibility to treat other INL and DOE regional and national waste streams. This facility (“AMWTP facility” or “facility” below) was constructed by BNFL during Phase II of the contract effort.

The DOE/BNFL contract specifically required BNFL to treat waste to support a running average of no fewer than 2,000m³ of transuranic (TRU) waste (pre-treatment volume) being shipped out of the state of Idaho each calendar year. Running average means the total volume of wastes shipped over any three-year period divided by 3. That running average volume requirement is a Settlement Agreement requirement. BBWI’s treatment and transition activities set out below must support this requirement.

As further described below, BBWI will:

- On or about May 1, 2005, take over from BNFL all AMWTP project operations; and
- Support transitioning the work to a permanent AMWTP contractor once that contractor has been selected.

To perform the AMWTP work scope, BBWI will accept as Government Furnished Property and Equipment (GFE), as of May 1, 2005, the AMWTP facility, related waste processing equipment located at the AMWTP facility, along with specifications, operating manuals, required permits and licenses, AMWTP authorization basis documents, and all other equipment and documents necessary for BBWI to take over from BNFL (collectively, these are called “other necessary equipment and information” below). BBWI must also accept for employment all qualified, full-time non-management employees currently performing AMWTP operations.

The primary wastes involved in this effort are DOE laboratory and processing wastes from Rocky Flats and various DOE facilities. These wastes are currently stored in drums, boxes, and bins at the INL Transuranic Storage Area (TSA). The

wastes are anticipated to consist of heterogeneous mixtures of various solid materials including paper, cloth, plastic, rubber, glass, graphite, bricks, concrete, metals, nitrate salts, process sludges, miscellaneous components, and some absorbed liquids.

Most of the waste is believed to contain both RCRA hazardous waste constituents and radioactivity, hence classifying it as a "mixed waste." Some wastes may also contain TSCA regulated materials such as PCBs and asbestos. In addition, the waste is broken down into two categories, based upon the level of radioactivity. The first is classified as low-level waste which contains alpha-emitting radionuclides with an atomic number greater than 92 and half-lives greater than 20 years, at concentrations between 10 - 100 nCi/g, referred to as alpha low-level mixed waste (ALLMW). The other category is referred to as TRU waste. Waste in this classification contains alpha-emitting radionuclides with an atomic number greater than 92 and half-lives greater than 20 years, at concentrations greater than or equal to 100 nCi/g. Currently the INL has the majority of DOE's stored ALLMW and TRU waste. The volume of waste is estimated at 25,000 m³ of ALLMW and 40,000 m³ of TRU waste.

The Project Management Plan (PMP) (ICP/EXT-05-00843 Revision Draft B) dated March 29, 2005, describing how BBWI will perform its waste processing activities, including a detailed project schedule tied to waste volumes showing waste retrieval, characterization, certification activities and the specific number of shipments BBWI will make to WIPP each week, is incorporated by reference into the contract. The PMP provides a specific date in 2005 when the milestone for shipping 6,000m³ of waste for calendar year 2005 will be reached. DOE will rely on and use the schedule contained in the PMP to make available transportation assets supporting shipments to WIPP.

The documents listed below contain information relating to the wastes to be treated under this contract. These documents are reference material only.

- a. Waste Description Information for Transuranic Contaminated Wastes Stored at the INEEL (Dec. 1995)
- b. Appendix A Detailed Information for Mixed and Non-mixed Alpha Low Level Waste (Dec. 1995)
- c. Appendix B, Detailed Information for Mixed and Non-mixed Transuranic Waste (Dec. 1995)
- d. Characterization Information on Additional INEEL and Offsite Transuranic Contaminated and Mixed Low-Level Waste Potentially Available for Treatment by the Advanced Mixed Waste Treatment Project (Sept. 1995)

- e. Current Version of the INEEL Site Treatment Plan
- f. 216 and 218 Acceptable Knowledge summaries and other Acceptable Knowledge Reports approved prior to May 1, 2005

In addition to the waste identified in the above documents, other potential waste to be treated may include contaminated soil, contaminated plywood and plastic, DOE environmental restoration and D&D wastes.

B. Waste Processing Activities

BBWI will retrieve waste from the Radioactive Waste Management Complex (RWMC); transport the waste between the RWMC and the AMWTP facility; perform pre-treatment characterization of the waste necessary for storage and/or treatment; storage; treatment; post-treatment characterization as necessary to certify the final waste form; preparation of the waste for shipment; loading of TRUPACT II containers or other approved transport carriers loading of containers on approved transport carriers; coordinating the shipment of TRU waste to the Waste Isolation Pilot Plant (WIPP); and support audits/surveillances necessary for Carlsbad Field Office (CBFO) certification. Consistent with these activities, BBWI will continue to achieve optimum volume reduction of waste through sorting, supercompaction, or other means to minimize space demands at disposal facilities. Transportation of DOE waste to WIPP is the responsibility of DOE. Waste shall be treated to meet the requirements of the then current version of the WIPP Waste Acceptance Criteria (WIPP WAC), and other current versions of WIPP-related documents, which are incorporated into the contract by reference. BBWI is responsible for transporting MLLW and LLW to offsite disposal locations, and disposal of the process-generated waste from its AMWTP operations.

A compliant and effective ES&H program is required for all work performed.

Specific activities supporting waste processing include:

1. Retrieval

BBWI must retrieve waste at a rate that meets or exceeds the requirements described in the PMP. Retrieval refers to the recovery of INL stored waste from the earthen covered berms located within the Transuranic Storage Area/Retrieval Enclosure, and the RCRA Type I and II storage modules.

Soil cover removed from the bermed waste must be dispositioned in accordance with the Soil Sampling and Disposition Plan for the Transuranic Storage Area - Retrieval Enclosure (Revision 2), April 26, 2004

2. Characterization

a. BBWI must perform all pre-treatment characterization for INL waste to be transported and for all wastes to be treated or stored. BBWI must also perform all post-treatment characterization and certify the waste meets all requirements. Any waste that the Parties mutually agree cannot be treated must be characterized as required by the INEEL RWMC RCRA Part B permit for storage and/or to meet the WIPP WAC, Revision 1 and other WIPP-related documents, requirements, or other mutually agreed upon disposal requirements.

b. BBWI will be responsible for the management and payment for equipment and labor associated with operation and maintenance of CCP mobile units necessary to perform the AMWTP work.

3. Processing

BBWI will be responsible for the requirements associated with processing waste. Treated waste greater than or equal to 100 nCi/g must meet minimum requirements of the latest version of the WIPP WAC, other WIPP-related documents, and TSCA requirements. Treated waste less than 100 nCi/g that cannot be shipped to WIPP must be disposed of off site. BBWI must certify that the waste has been treated to these requirements. BBWI is responsible for process-generated wastes and all RCRA hazardous waste newly generated by BBWI in performing its waste treatment operation. Process Generated Hazardous Waste is defined as wastes, which are newly generated as a result of waste processing, maintenance operations, or equipment change out. Process generated hazardous wastes are those wastes that are generated from the operation and maintenance of the treatment and other facilities. Examples of process generated hazardous waste may include, but are not limited to, cleaning solvents used during maintenance, rags, contaminated clothing, and failed equipment parts. Process generated hazardous wastes are the responsibility of the Contractor. These wastes must be disposed of in accordance with regulatory requirements.

BBWI must establish management controls for verification of volume input and output to the AMWTP facility. These controls must track material flows sufficiently to provide the supporting information necessary to establish that contract performance meets all requirements.

4. Storage

BBWI is responsible for the safe and compliant storage of all wastes, both pre- and post- treatment, until transported offsite (returned to generator or disposed of).

- a. Waste includes:
 - 1. TSA-RE and storage modules
 - 2. High FGE material in storage modules
 - 3. Material at INTEC laboratory
 - 4. INTEC TRU orphan waste
 - 5. Material at CCP
 - 6. Five drums of roughing filters from ARP
 - 7. Other waste at the Idaho site or from out of state may be added following negotiations.
- b. WMF-628 and WMF-711 facilities will be transferred from the ICP contract, but may require coordination and access by both the ICP and AMWTP contractors for handling buried waste.

5. Packaging and Transportation

BBWI is responsible for transfer of the pre-treated waste containers and the waste product containers within the RWMC, and for the packaging and loading of the treated waste form for transport off-site. BBWI must provide all transportation coordination related to the scheduling, inspection, notification, tracking, and reporting of waste shipments. If BBWI elects to treat, recycle or dispose of a category of waste at a commercial facility, BBWI is responsible for the packaging, transportation, and disposal of that waste.

Packaging and transportation must meet all Federal and state regulatory requirements and be consistent with BBWI's approach to on-site or off-site treatment. Waste can be transported from the TSA and other structures at the RWMC to the AMWTP Facility without further treatment to meet DOT requirements.

The TRU final waste form must be packaged in containers that can be shipped in the TRUPACT II shipping container (NRC certificate of compliance #USA/9218/B(U)F) or other DOT-approved transport containers. These specifications are identified in the latest version of the WIPP WAC. Non-TRU final waste forms must be packaged in DOT approved containers.

DOE must agree to the final WIPP shipping schedule and number of monthly shipments. BBWI shall comply with the DOE approved WIPP shipping schedule as included in the BBWI PMP and will form the basis for the 4-month WIPP shipping schedule. Beginning October 1, 2005, the WIPP shipping penalty of \$12,500 per missed shipment will be deducted from earned fee if BBWI does not meet the WIPP shipping schedule.

DOE will provide transportation to WIPP or other TRU storage/disposal facility to support the final waste form certification schedule contained in the PMP.

C. Environmental, Safety and Health Considerations

BBWI must maintain legally compliant and safe operations, integrate environmental, safety and health (ES&H) considerations into all activities, identify hazards and manage risks, and perform self-evaluations of its ES&H program in accordance with the terms of this contract.

Under the Atomic Energy Act, DOE is the responsible agency with regulatory authority for INL operations for radioactive/nuclear materials and for on-site worker safety and health. DOE will exercise this responsibility through the AMWTP ES&H Authorization Process described in Attachment 1 of this SOW.

For compliance with DOE Orders and Directives, BNFL obtained a formal AMWTP ES&H Authorization in accordance with the AMWTP ES&H Authorization Process. The resulting AMWTP ES&H Program Operating Plan defines the baseline ES&H requirements and is incorporated into the contract. Any changes must be negotiated in advance between BBWI and DOE. ES&H information contained in other formal permits (such as the State RCRA Permit) and/or licenses (if applicable) need not be duplicated in the AMWTP ES&H Authorization, but will be assumed to be included in the baseline ES&H requirements.

Direct interface with the DNFSB is the responsibility of DOE. BBWI must cooperate with DOE to allow inspection of the AMWTP Facility by the DNFSB. If the DNFSB should have findings related to the safety of the facility or operation, DOE will determine whether the findings identify non-conformance with the AMWTP ES&H Program Operating Plan.

D. Quality

BBWI must maintain a quality program that meets all applicable Federal, state, and local requirements, including 10 CFR 830.120, the WIPP Hazardous Waste Facility Permit, and the current version of the CBFO Quality Assurance Program Document.

BBWI is expected to improve the conduct of operations and software quality assurance controls necessary to improve productivity, safety, predictability and reliability. Necessary improvements should be identified and executed early within the contract to effect the most optimum return.

E. Permit Compliance

BBWI shall take action to ensure the full and effective transition and transfer of all operating permits such as the RCRA Permit and WIPP Permit certifications. BBWI shall ensure that they remain compliant with the current versions of Permits. This includes maintenance of all personnel, training, equipment, facilities, and procedures in a compliant state. RCRA issues relating to the integrity of floors in storage structures will be remedied during the term of the contract, including the resolution of any environmental compliance issues surrounding the utilization of concrete PAD-711 for RCRA storage.

F. Laboratory Sampling and Analysis

DOE will reimburse costs related to all onsite and offsite analyses of samples associated with operation of the facility. In addition, BBWI shall reimburse other DOE on-site contractor's (BEA/CWI) for maintaining laboratory service continuity at the INL to include the relevant laboratory work at Central Facilities Area, INTEC, and the Materials and Fuels Complex.

G. Support to Permanent AMWTP Contractor

As further directed by the Contracting Officer, BBWI will support activities that transition the work from BBWI to a permanent AMWTP contractor.

H. AMWTP Government Furnished Equipment (GFE)

All facilities and equipment currently owned by BNFL and required for safe and efficient operation of the AMWTP will be provided to BBWI as Government Furnished Equipment (GFE). This equipment is still being determined and will be identified and turned over formally after a site inventory is performed by both BNFL and BBWI. In addition, the GFE will include WMF-610, WMF-628, WMF-711, CCP systems, shipping trucks, trailers, and containers, a mobile loader and Real Time Radiography equipment.

Attachments:

1. AMWTP ES&H Program Operating Plan, Revision 6A5 dated October 2004.

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The items on this list are intended to reflect conditions that can be corrected through more efficient operation or management of the facilities and, therefore, for which BBWI is willing to accept associated risk to earning fee. They are not intended to reflect conditions that are not within BBWI's reasonable control, that are unknown as of the date of execution of the agreement to which this list will be appended, or which are otherwise mutually agreed to be Pre-existing Conditions for which Contractor may request an Equitable Adjustment.

Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Env 4		RCRA 40 CFR 264/265.73 RCRA permit	Historical records for the Advanced Mixed Waste Treatment Project (AMWTP) are currently being maintained by the current Maintenance and Operations (M&O) contractor and are placed in archive storage. Records for the past three years should be easily retrievable and be available upon request by Idaho Department of Environmental Quality (IDEQ). Past efforts to retrieve the historical facility operation records after a request was made were not completed in a timely manner.	Determine what records are required for the Facility Operating Records. Implement an agreement with the Department of Energy and the new Idaho Cleanup Project contractor for continued maintenance of historical FOR information. Obtain an agreement with the new M&O on a schedule for historical record retrieval. Evaluate the need to negotiate a reasonable time limit to produce archived records with the IDEQ. Currently, records are required to be provided prior to the end of the on-site inspection activities.	Project action to establish agreement

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Env 5		RCRA 40 CFR 262.11 40 CFR 264/265.73 RCRA permit Conduct of Operations	The Advanced Mixed Waste Treatment Project (AMWTP) generates solid waste from various facility operations. Hazardous waste determinations (HWDs) are not adequate for all wastes generated (e.g., the HWD are to general in nature or not contained within facility records). For example, newly generated wastes are generated on a building-by-building and operation-by-operation basis; however some waste streams are characterized on a general nature which may result in mismanagement of hazardous waste. Current AMWTP HWDs within the facility's database require assessment and verification for adequacy	Identify that all solid waste streams currently being generated at the AMWTP. Conduct accuracy and validation checks on existing HWDs. Develop HWDs that are easier tracked to the specific waste stream in question. With the exception of universal wastes and waste of known constant composition across the complex, HWDs should be developed on a building-by-building and/or operation-by-operation basis. Complete HWDs, as necessary.	Project action to mitigate

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Env 6	Inspection Secondary Containment System Integrity	RCRA 40 CFR 264.175 40 CFR 264.31 RCRA permit Conduct of Operations	Inspection and reporting of damage to secondary containment are not being consistently identified. Inspectors are not following the procedure and are slow in responding to issues. The floors are dirty resulting in problems with identification of issues. Various inspectors are performing Resource Conservation and Recovery Act (RCRA) inspections. The results cause inconsistency in the evaluation.	Develop a long term solution to the SCS maintenance problem. The following recommendations should be considered: assign more dedicated inspectors, conduct a review and update applicable procedures as necessary, provide additional training (with visual aids) and assess the need for additional tools to help identify problems the first time through, clean the floors on a more frequent basis. In addition consideration should be provided to increase awareness training and the frequency of oversight inspections. Implement corrective actions, as necessary. The Idaho Department of Environmental Quality issued a Notice of Violation (NOV) to British Nuclear Fuel Laboratory (BNFL) on February 25, 2005 for cracks in the secondary containment system of WMF-629 and WMF-631. An evaluation of the corrective actions that BNFL intends to implement prior to May 1, 2005 needs to be performed and if applicable, the development of a more robust secondary containment system inspection and repair plan may need to be implemented after May 1, 2005.	Project action to mitigate

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Env 7	Interim Status	RCRA 40 CFR 265.15 40 CFR 265.35 40 CFR 265.56 40 CFR 265.171 40 CFR 265.172 40 CFR 275.173 40 CFR 265.174 40 CFR 265.177	Several ongoing noncompliance situations exist within the Transuranic Storage Area (TSA) interim status units that cannot be remedied until all overburden soil and waste have been retrieved. These issues include, but are not limited to, provision of adequate aisle spacing, access for emergency equipment, separation of incompatible wastes, and the ability to perform compliant inspections of containers for integrity.	These noncompliance issues will be ongoing until all overburden soil is removed and the waste has been retrieved from the TSA Retrieval Enclosure. Review the current agreements with the state relating to earthen covered storage for adequacy.	Project action to continue or amend current agreements
Env 8		RCRA Conduct of Operations	As a result of the design of Waste Management Facility (WMF)-676, an efficient method for exporting containers out of WMF-676 does not exist for waste not destined for supercompaction. Waste and containers of waste not destined for supercompaction must be bagged and manually transferred through numerous doorways and airlocks for final packaging or removal from WMF-676.	Evaluate a more efficient method for exporting waste which is not destined for supercompaction, out of WMF-676 and assess the current waste management practices with regulatory requirements.	Project action to develop new method
Env 9	Air Permit	CAA	The Title V air operating permit has not been issued; therefore, the final status of all permit conditions is unknown.	Since the Title V air operating permit has not been issued in final form, the permittee does not know what requirements will be mandated upon final issuance. After final issuance of the permit, determine what changes will need to be made to operations to comply with the permit and what changes will need to be made to the Title V permit to allow for increasing the throughput for the waste management processes, including container venting and head space gas sampling and analysis activities.	Project action to support effort to obtain permit

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Env.11		RCRA 40 CFR 264/265.171 RCRA permit	Drum integrity issues were apparent for numerous stored containers in the Waste Storage Facilities (WSFs) and Transuranic Storage Area Interim Status units. Containers with marginal integrity may require repacking or over packing. Some drums may require restacking to ensure stack integrity. The identification and repair of containers in questionable condition does not appear to be adequate. The current use of "pig putty" is resulting in a high failure rate.	Evaluate the current procedure and associated criteria used to assess drum integrity issues and evaluate current drum integrity. Implement procedural changes and training, as required, for the identification and management of drums with marginal integrity to avoid container condition issues and stack integrity concerns. Establish site-wide structural integrity requirements for stacked drums (e.g., placed in the lower three tiers of the drum stacks located in the WSF). Develop alternative container repair approaches and seek Idaho Department of Environmental Quality approval.	Project risk of additional cost to implement proposed resolution
Env.12	Housekeeping	Cleanup James Pletscher	Cleanup is needed for three Advanced Mixed Waste Treatment Project (AMWTP) areas used for the placement of excess construction materials and construction scrap. The areas needing cleanup were noted at the following locations: 1) An area south of Waste Management Facility-635. 2) An area east of AMWTP across the Radioactive Waste Management Complex perimeter road where the batch plant had been placed. 3) An area west of the sewer lagoons and south of Intermediate Level Transuranic Storage Facility where subcontractor construction trailers were once staged and which now contains miscellaneous AMWTP related materials.	Identify all items that are needed to be retained for future AMWTP work activities and place the items in adequate storage. Dispose of scrap materials and excess any materials of potential value. Establish controls within these areas to prevent waste and material abandonment.	Project risk of additional cost to implement proposed resolution

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
	Engineering	Engineering			
Eng 1	Hoisting & Rigging	Dave Morgan	There is no inspection status on the hoisting and rigging gear as required by MCP-6503, Appendix I.	Tag all hoisting and rigging equipment with inspection status and due dates	
Eng 3	RTR Upgrade	Dave Morgan	RTR upgrade will shut down WMF-634 RTR units.	Procure critical spares from VJ Technologies and postpone the RTR upgrade to 2006.	
Eng 4	Labeling of Electrical Conduit	Treatment Facility Dave Morgan	Electrical Conduit in the Treatment facility is not labeled with the voltage contained in the conduit.	Color code or label conduits to indicate electrical voltage, voice, or data.	
Eng 5	HGAS Upgrade	Howard Romero	CTI – HGAS UPGRADE (reference Ivan Thomas meeting March 15, 2005) BNFL Characterization Facility building 634 has a drum Head Space Gas Analysis inspection area. The CTI Head Space Gas Analysis (HGAS) enhancement is in progress. It was estimated to be completed by May 1, 2005, but recent information has now estimated it to be completed by the end of May 2005. The enhancement is the delivery, factory-tested, version of the software (version 1.24/version 1.25) from Consonant Technologies Inc., which incorporates improvements to the drum processing capabilities of CTI HGASs.	This is an improvement in software but the present software is adequate to keep the process operating. The new software version enhances the process operation by allowing multiple users of the same data.	

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Eng 6	MONK	Criticality Safety Evaluations Amadeo Ramos	The criticality safety evaluations (CSEs) developed for the AMWTF were modeled using MONK, a criticality safety software package not supported by BBWI. BNFL has a license in the UK to use MONK. BBWI and most of the DOE complex support MCNP as the criticality safety computing software package.		The project needs to be aware that if a change in the operation or in configuration of fissile material occurs or is proposed, revising or validating existing CSEs may become an issue.
Eng 7	HVAC	HVAC System Tom Fewell	HVAC system (Quality level-2 system) has not been labeled to denote flow direction and equipment or component numbers. Valves and dampers are not locked in place and facility areas are not labeled with the zone area. One can not know if they are working on the right equipment, nor do they know the required valve or damper setting.	HVAC system and areas should be properly labeled	DOE Order 5480.19 "Conduct of Operations Requirements for DOE Facilities" in Attachment I provide "Guidelines for the Conduct of Operations at DOE Facilities." In Chapter XVIII "Equipment and Piping Labeling," the components requiring labeling are identified. In addition MCP-2987 "CHAPTER XVIII - EQUIPMENT AND PIPING LABELING" rolls down these requirements into BBWI procedures.

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Eng 8	TSA-RE Storage Area	Removing Overburden in TSA-RE Storage Area Howard Romero	<p>BNFL-5232-RPT-ESH-01, "Retrieval Operations Fire Hazards Analysis," revision 4, was issued in July, 2004. In that fire hazards analysis (FHA) document, Section 8.7.1, item 7 states, "A fire is expected to only involve the waste in the affected cell regardless of the number of cells uncovered."</p> <p>An unreviewed safety question (USQ), dated March 30, 2004 (reference number USQ-D-04-033, revision 1) was issued explaining that it is acceptable to uncover more than one cell at a time in the Transuranic Storage Area-Retrieval Enclosure (TSA-RE).</p> <p>In TSA-RE, the overburden dirt covering the drums and boxes on Pad 2 has been removed exposing more than one cell, which is allowed by the FHA and the USQ.</p> <p>There have been communications between BNFL and DOE-ID about leaving the dirt on all areas and removing only the dirt from one cell at a time. There have been discussions between fire protection personnel about the possibility of the fire load increasing with all the dirt removed.</p>	Based on the aforementioned research and communications, it is recommended that a further fire loading evaluation be performed to address the difference between one TSA-RE Pad 2 cell being uncovered versus all the cells on the pad being uncovered at one time and consider the equivalencies that have been allowed.	Allowing only one cell at a time to be uncovered causes delays in processing the stored drums and boxes. Removing all the overburden at once might create a greater fire loading on the TSA-RE fire sprinkling system.

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Eng 9	TSA-RE Fire Suppression System	TSA-RE Fire Suppression System Howard Romero	BNFL-5232-RPT-ESH-01, "Retrieval Operations Fire Hazards Analysis," Revision 4, was issued in July 2004. In that document, Section 7.1.1, "Automatic Sprinklers," states the fire suppression systems in the Transuranic Storage Area-Retrieval Enclosures (TSA-RE) were originally installed as pre-action systems. Subsequently, those systems were converted to dry-pipe systems. National Fire Protection Association (NFPA) 7.2.3.2 specifies that water is to be delivered to the system test connection in not more than 60 seconds. Tests were performed on the system, and during the worst case test scenario, system water reached the system connection in 169 seconds. On May 22, 2002, a TSA-RE Fire Protection Equivalency Proposal was submitted to the Department of Energy, Idaho Operations Office (DOE-ID). A DOE-ID letter (reference DOE-ID-FPEQ-AMWTP-02-01) from Warren Bergholz to Frederick Hughes of BNFL Inc., dated August 14, 2002, states, "As the Authority Having Jurisdiction (AHJ), I have reviewed the information provided me along with the recommendation from the DOE Fire Protection Engineer and I approve the fire equivalency submitted by BNFL Inc.. BNFL Inc. must fulfill all commitments identified in the fire equivalency."	The conclusion is that the TSA-RE fire suppression system is not configured in accordance with NFPA 7.2.3.2 fire code, but DOE-ID has approved the fire equivalency.	If the DOE approval is ever rescinded there would be major expenses and schedule delays to bring the Fire Sprinkling System into code compliance and this item would come off the list.
	Operations	Operations			

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Ops 1	Fissile Tracking System	Operations	Fissile Tracking System (FTS) system limitations with summing fissile gram equivalent (FGE).	BNFL will resolve prior to turnover May 1, 2005.	Delete from list of not resolved by due date
Ops 2	Storage Module Space	Operations	Storage module space is limited due to storage of unshippable waste which impacts retrieval.	A permit modification that allows for alternative stacking configuration is required by May 1, 2005. Alternate storage location for non-TRU waste will be required including but not limited to aggressive disposition of low-level waste to secure additional space.	
Ops 3		Operations	Paper and electronic data validation throughput does not support. 6000m3.	Additional staff and hardware is required by May 15, 2005.	
Ops 5	Staffing Levels	Operations	Current staffing levels do not support full scale operations.	Staff on board trained and qualified for 7 day 24 hour operations by July 1, 2005.	
Ops 6	HSGS	Operations	Current HSGS will not support meeting required 6000m3.	Additional HSGS will be supplemented through the use of CCP and SUMMA canisters	
Ops 7	RTR	Operations	Current RTR assay is 80/day or 560/week and will not support meeting required 6000m3	Bring CCP on line and make fully operational in WMF-628 and WMF-610 on 24/7 work schedule	
Ops 8	NDA	Operations	Current NDA is 80/day and will not support meeting required 6000m3 --	Bring CCP on line and make fully operational in WMF-628 and WMF-610 on 24/7 work schedule	
Ops 9	CSE	Operations	Single planar array storage of retrieved drums not assayed is required until the approved Criticality Safety Evaluation is implemented	The criticality safety evaluation needs to be implemented by May 1, 2005 to allow for stacking of drums prior to assay.	
Ops 10	WMF-628	Operations	WMF-628 is not permitted to perform HSGS	Permit exemption will approved by May 1, 2005.	

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Ops 11	DAC	Operations	There is no DAC for compacted waste drums with liners	Implement HSGS for drums with liners	
Ops 12	Spare Part Analysis	Operations	AMWTP has insufficient spare parts to maintain throughput to support 6,000 m3.	Perform critical spare analysis and procure critical spares	
Ops 13	RCRA Storage	Operations	RCRA compliant storage is 2 wide by 2 high in the TSA-RE.	BBWI will pursue a permit modification to allow alternative stacking configurations.	
Ops 14	Bulging Drums	Operations	Bulging drums issue and resolution. The discovery of bulging and breached containers could impact retrieval rate by 4 drums per day. Past performance shows 4.7% of containers have been bulged or breached. Six boxes have been discovered with significant breaches. The recovery actions for these boxes have impacted the current retrieval rate.	A modification to the facility that handles bulged drums in the TSA-RE is planned. These modifications will ensure that these drums can be processed on a real-time basis and not stored potentially causing personnel and equipment safety concerns.	
Ops 15	Drums	Operations Lisa Wolford	The 100 gallon puck drums are unable to be stacked due to the drum lid filters stick up above the drum lid closure ring.	Lids need to be redesigned such that the filters installed in the lid will sit below the top ring of the drum and allow for stacking.	
Ops 16	Drums	Operations Lisa Wolford	The 100 gallon drum lid closure rings are not the proper size. There is no gap remaining in the closure ring after installation which does not allow for proper torquing of the closure ring.	New closure rings need to be ordered	
Ops 17	Drums	Operations Lisa Wolford	Several drums greater than 100 FGE's are identified as being stacked in grids of drums in the Type II storage modules. Per the Criticality Safety Evaluation drums greater than 100 FGE's are not permitted to be stacked.	For compliance purposes, the CSE drums will have to be retrieved from stacks and placed in a planar array	Project action

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
Ops 18	Criticality Alarm	Alarm System Doug Wale	The AMWTP criticality alarm system is due for annual calibration. This calibration has not yet been completed and is currently in the grace period.	The resolution to this condition is that BNFL should perform the annual calibration on the system prior to turnover of the facility to BBW1 to ensure that a functional system is turned over.	Project risk of additional cost to mitigate
Ops 19	Box Saw Station	Doug Wale	The AMWTP box line box saw station is not fully functional remotely. Currently BNFL is changing blades on the box saw manually as the system will not consistently perform a remote saw blade change out	Remedy would be for BNFL to develop a corrective action plan and correct the issue prior to turnover.	Project action to mitigate
		Information Technology			
IT 1	SQL	Al Lewis	Power SQL	Microsoft issue	Current use of Power SQL is resulting in a need to physically reboot one of the production servers
IT 2	FTS	Al Lewis	FTS – vendor support concern and architecture	Work with the DOE to allow for the redevelopment of the FTS system in a common, yet segregated architecture. This would allow for future maintenance of this module to be performed locally.	This module is the safety system for the plant, and in the current state, BBW1 will be dependent upon the support levels as provided by the vendor. Vendor support has been limited due to the lack of skilled individuals that the vendor can provide. Impacts have been to schedule when changes are required.

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Item Number	Topic	Program Name & POC	Description of Issue	BBWI Proposed Resolution	BBWI Proposed Consequences
IT 3	Plant Applications	Al Lewis	1. Plant Applications – requirements and design documentation 2. Network maps, Client version management	Establish the requirements and design baseline for existing plant support applications.	At risk with future audits if a baseline cannot be established Current processes do not allow for automation of security upgrades, operating system patch management, or inventory management
IT 4	Network Security Plan	Al Lewis	Develop Network Security Plan	Develop maps showing location of printers, clients, and servers	Need to develop a network security plan to identify areas of risk and to define the levels of access that will be allowed for foreign nationals.
IT 5	Oracle database	Al Lewis	Oracle database versions not current	Develop migration plan to upgrade database environments to supported versions	Oracle updated
IT 6	Licenses	Al Lewis	Check Point, Adept, Prism, Maximo, Oracle	Licenses that will need to be procured	Licenses are being acquired by BNFL
IT 7	Server	Al Lewis	Dell HR server, BPM Server, Domain Server	Additional servers that will need to be procured	Servers being acquired
IT 8	CAR's	Al Lewis	Corrective Action Reports (CAR's)	Software QA CARs show due dates of 6/5/05. If this is truly the case, then BBWI will need to close these CARs	Could impact production usage of the automated systems